GENERAL TERMS AND CONDITIONS FOR SELLING AD SPACE PRESS, INTERNET, AND REFERENCES
(last update 10/2026)

APPLICABLE TO ANY COMPANY OF THE INFOPRO DIGITAL GROUP EXCEPT TO THE EXPO PERMANENTE WEBSITE AND SERVICES SUBSCRIPTION TO ALL THE FRANCHISE AND SPECIAL TERMS AND CONDITIONS OF SALE (PLEASE CONTACT US)

1. All advertising order subscriptions imply the unconditional acceptance of these General Terms and Conditions of Sale, notwithstanding all other conditions set out in the Advertiser's documents or those of its authorised representative or instructing party.
No order may be accepted by phone if it is not confirmed in writing stating:
- The name of the Advertiser and that of any authorised representative (**signature and stamp mandatory**).
- The precise nature of the product or service covered by the insertion.
- The name of the person (Advertiser or authorised representative) responsible for payment.
- The spaces reserved, the insertion/online publication date and campaign duration.
- The order amount based on the current rate.

All orders are fulfilled under the pricing conditions in force on the day of the reservation. The Publisher is only bound by the terms of its confirmation. No handwritten note (modification/clause struck out) on these General Terms and Conditions of Sale by the Advertiser/its authorised representative shall be taken into account unless agreed in writing by the Publisher.

2. Unless otherwise indicated on the purchase order:
- Any increase in the size of an order shall lead to the application of a price reassessment based on the rate. The order modification or cancellation procedures are the same as those applicable to order subscriptions.
- Any request to cancel and/or modify an order by the Advertiser must be sent by registered letter with acknowledgement of receipt to the following address : **INFOPRO DIGITAL MEDIA/Service Regie Publicitaire – 20 rue des Aqueducs 94250 GENTILLY (France)**. No request made by telephone or e-mail will be taken into account.

2.1 Request to cancel or reduce an order for the Internet (Display):
An order cancellation request will be taken into account as follows:

- If the request is made less than five (5) business days before the planned publication date of the content, the full amount will be due by the Advertiser (technical costs and price of the service). The Publisher will therefore keep any sums already paid and invoice the balance.
- If the request is made between 5 and 10 business days before the planned publication date of the content, 75% of the price of the service and all of the costs already incurred will be due by the Advertiser. The Publisher will therefore keep any sums already paid and invoice the balance of the amount due.
- If the request is made between 10 and 20 business days before the planned publication date of the content, 50% of the price of the service and all of the costs already incurred will be due by the Advertiser. The Publisher will therefore keep any sums already paid and invoice the balance of the amount due.
- If the request is made more than 20 business days before the planned publication date of the content, only the costs already incurred will be due by the Advertiser.

In case of a request to reduce the volume of an order, if the request is made less than twenty (20) business days before the planned publication date of the content, the full amount will be due by the Advertiser (technical costs and price of the service). The Publisher will therefore keep any sums already paid and invoice the balance.

2.2 Request to cancel or reduce an order for an insertion in a paper medium: a cancellation/reduction request is possible at no cost up to 30 days (weekly) or 42 days (other frequencies) before the planned insertion date. After this deadline, the full amount will be due by the Advertiser (technical costs and price of the service). The Publisher will therefore keep any sums already paid and invoice the balance.
If the Advertiser fails to provide the elements required for publication of the content within the time frames specified, it shall still be required to pay the full amount due under the insertion order.

3. Delay or failure by the Advertiser to supply, within the specified time limits and conditions, all of the elements necessary for the publication or placing on line of its insertion(s) or its referencing, preventing or delaying their publication, placing on line or referencing, shall not entail any reduction or partial or total reimbursement of the price to the Advertiser, the totality of the Order or the referencing agreement remaining due and being in this case invoiced according to the dates initially planned.

In all cases, if, due to a failure by the Advertiser alone to fulfil its obligations (such as a failure to transmit elements) and despite reminders from the Publisher, the Insertion Order/Referencing could not be executed within the twelve-month period following its signature, the insertions or referencing ordered but not used or not having been carried out as a result by the Publisher will be definitively lost. They may not be carried over to a new Advertising Order or Listing Contract, nor may they be reimbursed or compensated in any way, but will be invoiced in full by the Publisher to the Advertiser and will be payable by the latter.

4. In accordance with practice, the Publisher is free to refuse the insertion of an advertisement without having to justify the refusal. This refusal may be given at any time before and/or after communication of the text or visual.

5. The Publisher's acceptance of an insertion order only gives the Advertiser the right to occupy the space reserved or any other equivalent space.
The Publisher may not be held liable and no compensation will be due to the Advertiser in the case where the Publisher is required to move, negate, drop or remove the insertion for various reasons beyond its control such as:
- A request from the hosting company.
- A service interruption due to the failure of telecommunication networks, its service providers or the Internet network's characteristics and limitations, in particular: interruption to access networks, technical performance and response times in order to view, check or transfer information.
- It is not possible to edit (technical difficulties).
- A new regulation or injunction by public authorities.
- Restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which the Contract/Order is to be performed,
- In general, any force majeure event.
The publication days are only communicated by the Publisher for information purposes. Any delay caused by a strike or any other force majeure event shall not entitle the client to any compensation and may not under any circumstances release it from paying for the insertions actually published.
The Publisher cannot guarantee that competing advertisers will not be in nearby or adjacent spaces during the same period. In addition, this contract does not entail any exclusivity for the Advertiser.

6. The technical elements must be provided to the Publisher within the deadlines and in accordance with the technical specifications established and sent by the Publisher.

7. Any purchase of advertising space carried out by an intermediary may only take place as part of a contract mandate between the Advertiser and this intermediary, in this case, a certificate of mandate must be submitted to the Publisher.
The orders placed by this intermediary will be strictly subject to compliance with these General Terms and Conditions and the authorised representative will be bound, vis-à-vis the Publisher, by the same obligations as those incumbent on the Advertiser on behalf of which it is acting. In any case, the Advertiser will remain solely liable for any actions concerning its authorised representative.

8. Invoices shall be drawn up in the Advertiser's name and, for space purchased by an intermediary, in the name of the agency or intermediary authorised by the Advertiser on behalf of the Advertiser.
The Advertiser shall receive an original copy of the invoice and for space purchased by an intermediary, its agency or authorised intermediary will receive another copy.

If the agency or intermediary has received a mandate to make payment, the Advertiser still remains liable for payment, particularly in the event of default by its agent, with which it remains jointly liable.

Invoices shall be issued according to the schedule on the insertion order or otherwise at the time of delivering the service.
Unless otherwise mentioned on the purchase advertising order, the payment terms are 30 days from the invoice date and invoices are due as of right without a reminder being required. However, the Publisher reserves the right to request payment from the time of the order subscription in case of risk related to the Advertiser's insolvency. Any delay in payment noted on the due date shall result in the following:

- The suspension of any order in progress.
- A payment request for all amounts due or falling due including any costs of recovery proceedings.
- Payment before publication of any insertion at the simple request of the Publisher.
- The automatic application of penalties to amounts due and not paid by the due date, equal to the latest rate applied by the European Central Bank plus 10 points. The rate applicable for the first six months of the year concerned is the rate in force at 1 January of that year and the rate applicable for the second half of the year concerned is the rate in force at 1 July of that year. In addition, a fixed indemnity of €40 for recovery costs may be claimed.

Any application of a discount for early payment shall only give the right to a VAT deduction within the limit of the amount actually paid.

9. The referencing agreements shall be concluded for a fixed term indicated on the Purchase Order, a term tacitly renewed by periods of the same duration, unless notice of termination is given by the Publisher or Advertiser by registered letter with acknowledgement of receipt sent no later than 30 days before the anniversary date of the signing of the purchase order.

Unless otherwise stated on the purchase order, the total amounts due are invoiced each year at one time on receipt of the purchase order and after its anniversary date.

The prices indicated in the rates are for specific periods of online presence to which they correspond. All purchase orders are fulfilled under the pricing conditions in force on the day of their signing.

10. Instream Video

When the Order concerns an Instream Video campaign, the Publisher is the sole decision-maker regarding the purchasing and operational terms of the campaign covered by the Order. The media plan designed and implemented as well as the data used by the Publisher for this purpose (in particular audience data) remain the exclusive property of the latter, the Order not entailing any transfer of ownership in this regard.

The target audience is indicated on the Order; no Advertiser request not explicitly stated on the Order will be considered.

The Publisher will distribute the campaign exclusively to its audiences present on selected third-party sites in a certified environment. In all cases, 20% of the campaign cost will be allocated exclusively to the media purchase required for the campaign in question.

The number of impressions is not guaranteed; in the event that the requested number of impressions is not reached at the end of the campaign, the Publisher may, at its option, either invoice the Advertiser only for the actual number of impressions reached at the agreed end date of the campaign, or continue the campaign until the agreed number of impressions is reached.

An end of campaign report will be sent by the publisher to the Advertiser within a maximum period of thirty (30) days following the end of the campaign, which will include in particular the number of impressions delivered, the number of clicks and the click rate.

11. Display / Display audience Extension

In the case of a Display campaign initially planned for contextual distribution on the Publisher's impressions, the latter may, for campaign optimization purposes, distribute up to 25% of the impressions to its audiences present on selected third-party sites in a certified environment.

The media plan designed and implemented for this distribution on third-party sites as well as the data used by the Publisher for this purpose (in particular audience data) remain the exclusive property of the latter, the Order not entailing any transfer of ownership in this regard.

In the case of a Display audience Extension campaign, the Publisher will distribute both on its own sites as well as to its audiences present on selected third-party sites in a certified environment. In this case, the Publisher is the sole decision-maker regarding the purchasing and operational terms of the campaign subject to the Order. The media plan designed and implemented as well as the data used by the Publisher for this purpose (in particular audience data) remain the exclusive property of the latter, the Order not entailing any transfer of ownership in this regard.

In all cases of Display audience Extension, 10% of the campaign cost will be allocated exclusively to the media purchase necessary for this purpose.

The number of impressions is not guaranteed; in the event that the requested number of impressions is not reached at the end of the campaign, the Publisher may, at its option, either invoice the Advertiser only for the actual number of impressions reached at the agreed end date of the campaign, or continue the campaign until the agreed number of impressions is reached.

An end of campaign report will be sent by the publisher to the Advertiser within a maximum period of thirty (30) days following the end of the campaign, which will include in particular the number of impressions delivered, the number of clicks and the click rate.

12. The Advertiser will be solely liable for the content (text, visual, video) of its insertion. It shall indemnify and hold the Publisher harmless against any recourse in this respect and compensate it for any loss that it sustains as a result.
In the case of job offers, the Advertiser undertakes to ensure that the content of its advertisements complies with all current legal and regulatory provisions, in particular Articles L 5331-2 et seq. of the French Labor Code.
It also undertakes to inform the Publisher, as soon as possible and in writing, once:
- A job offer in one of its advertisements has been filled so that the advertisement concerned is no longer disseminated on the site.
- It notes any anomalies or malfunctions at the time of accessing or viewing services and information provided on the site.

13. In general, the Publisher is bound by a best endeavors obligation ("*obligation de moyen*"). It in no way guarantees the dissemination of media or the commercial effectiveness of the service.
Under no circumstances shall the Publisher be held liable for any failure or delay of insertion due to the Advertiser's breach of any of these General Terms and Conditions or its technical specifications and no changes to the subscription, particularly its price, period or term, may be claimed.
In any case, in the event that the Publisher is found to be liable, its liability will be limited to repayment of the price corresponding to the advertisement concerned, expressly excluding any indirect, commercial, image or intangible loss sustained by the Advertiser. Any damage caused to a third party is considered to be an indirect loss.

14. The above information is subject to processing by the Publisher, is necessary to process your request and is recorded in its files. The Publisher or any company of the Infopro Digital group may use these files to offer you, on their behalf or that of their clients, products and/or services useful to your professional activities or to include you in professional directories. To exercise your rights, to oppose this or to find out more: https://www.infopro-digital.com/rgpd-gdpr/fr/

15. Confidentiality
15.1. The performance of the Order/Contract shall lead to the exchange of Confidential Information between the Parties.
"Confidential Information" refers to all information of any kind (commercial, financial, strategic, organisational, structural, etc.), methods and data communicated between the Parties by any means and/or that they are required to know during the performance of the Order/Contract.
By express agreement between the Parties, it is specified that there is no need for the media carrying Confidential Information sent by one of the Parties to the other to be appended or accompanied by a stamp or a confidentiality form of any kind in order for it to be classed as Confidential Information by the Parties.
15.2. During the term of the contract and for three (3) years from its expiry date for any reason whatsoever, each Party undertakes to ensure that the Confidential Information:
- is protected and kept strictly confidential and treated with at least the same degree of caution and protection that it would employ with any of its own confidential information of equal importance;
- is not published and is only disclosed within the limits of what is strictly necessary to the sole members of its staff to whom such disclosure is required for the purpose of the Order/Contract, subject to notifying them of the precautions to be taken when processing it. Each Party shall guarantee that the members of its staff concerned comply with the obligation of confidentiality resulting from this Contract and in particular undertakes not to allow them to copy or reproduce the elements constituting the Confidential Information in any way whatsoever, in full or in part, without the other Party's express prior authorization;
- is not used, either in full or in part, for any other purpose than that defined in the Order/Contract without the other Party's prior written consent;

- is not used for purposes other than the performance of the Order/Contract;
- shall not be fully or partially disclosed to a third party without the other Party's prior written consent.

Each Party also undertakes not to claim any industrial or intellectual property rights over such Confidential Information.

15.3. This obligation shall not apply to information:

- that the receiving Party possessed before acquiring it from the issuing Party;
- that is in the public domain or falls into the public domain prior to the disclosure-in question;
- disclosed with the express agreement of the issuing Party;
- that is independently developed by one of the Parties without breaching these provisions;
- that must be disclosed to public or legal authorities pursuant to a court decision or any applicable law or regulation, after having first alerted the issuing Party and having made every effort to limit the extent of the disclosure, insofar as such prior disclosure and limitation are legally possible.

16. Integrity and Transparency

16.1. Each Party shall conduct its activities honestly, with integrity, reliably and responsibly and shall ensure that every individual or legal entity with which it works abides by these same values.

Therefore, each Party as well as any third party acting on behalf of one of them undertakes to comply strictly with all applicable anti-corruption laws and regulations.

In particular, the Parties shall not, directly or indirectly, offer, grant, request or receive from a third party any unfair advantage in return for completing, delaying or omitting to complete any act within its powers and that is or could be considered an unlawful or corrupt practice.

Each Party also declares that no amount (including fees, commission or any other unfair financial benefit) and no item of value (including but not limited to gifts, holidays, meals or inappropriate entertainment) has been or shall be given directly or indirectly to any employee, director or corporate officer of the other Party for the purpose of procuring the signature of this contract and/or to facilitate its performance or renewal.

16.2. In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed (together, "Economic Sanctions").

Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf, (i) are subject to Economic Sanctions (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions.

16.3. Any breach by either Party of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of this Agreement by operation of law, without judicial formality and without notice, without prejudice to compensation by the Party at fault for the damage caused to the other Party as a result of this breach.

Each of the Parties undertakes to inform the other Party as soon as possible after the date of signature of this Agreement of any event that would contradict the declarations and guarantees defined in this Article.

17. The Advertiser authorises the Publisher to cite it as a client reference and in this context to include its logo on its promotional material.

18. Pursuant to Articles 1365 et seq. of the French Civil Code, and where applicable, Article L.110-3 of the French Commercial Code, information provided by the Publisher's services (or third-party software used by the latter) and more generally the information as authenticated by the Publisher's systems and procedures (number of impressions, number of clicks, click rate, video completion rate, etc.) shall be deemed authentic by priority between the Parties, the scope of the proof granted to them by the Parties being that of an original in the sense of a paper document which would have been signed by hand.

19. ANY CLAIM MUST, UNDER PENALTY OF FORFEITURE, BE MADE BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT WITHIN THE 8 DAYS FOLLOWING THE ONLINE PUBLICATION/RELEASE OF THE INSERTION CONCERNED.

IN THE EVENT OF A DISPUTE, NANTERRE COMMERCIAL COURT (FRANCE), WHICH SHALL APPLY FRENCH LAW, SHALL BE THE ONLY COMPETENT AUTHORITY, EVEN IN THE EVENT OF EMERGENCY PROCEEDINGS, THIRD PARTY APPEALS OR MULTIPLE RESPONDENTS.